



## **REQUEST FOR PROPOSALS**

**Title:** **Monitoring of Riparian and Instream Habitat Projects**

**Reference No.:** 1220-030-2023-007

**FOR PROFESSIONAL SERVICES (CONSULTANT)**

(General Services)

Issuance Date: February 14, 2023

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### **SCHEDULE A – SCOPE OF SERVICES**

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## REQUEST FOR PROPOSALS

### 1. INTRODUCTION

#### 1.1 Purpose

The purpose of this request for proposals (“**RFP**”) is to select a service provider (or service providers) to perform the services (“**Services**”) described in Schedule A.

#### 1.2 Definitions

In this RFP the following definitions shall apply:

“**BC Bid Website**” means [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca);

“**City**” means the City of Surrey;

“**City Representative**” has the meaning set out in Section 2.5;

“**City Website**” means [www.surrey.ca](http://www.surrey.ca);

“**Closing Time**” has the meaning set out in Section 2.1;

“**Contract**” means a formal written contract between the City and a Preferred Proponent to undertake the Services, the preferred form of which is attached as Schedule B;

“**Evaluation Team**” means the team appointed by the City;

“**Information Meeting**” has the meaning set out in Section 2.2;

“**Preferred Proponent(s)**” means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;

“**Proponent**” means an entity that submits a Proposal;

“**Proposal**” means a proposal submitted in response to this RFP;

“**RFP**” means this Request for Proposals;

“**Services**” has the meaning set out in Schedule A;

“**Site**” means the place or places where the Services are to be performed; and

“**Statement of Departures**” means Schedule C-1 to the form of Proposal attached as Schedule C.

### 2. INSTRUCTIONS TO PROPONENTS

#### 2.1 Closing Time and Address for Proposal Delivery

The Proponent should submit the Proposal **electronically** in a single pdf file which must be delivered by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

**on or before the following date and time**

**Time: 3:00 p.m., local time**

**Date: March 8, 2023**

**(the “Closing Time”).**

Confirmation of receipt of email will be issued. Proposals that cannot be opened or viewed may be rejected. A Proponent bears all risk that the City’s receiving equipment functions properly so that the Proposal is received by the Closing Time.

**Note:** The maximum file size the City can receive is 10Mb. If sending large email attachments, Proponents should phone [604-590-7274] to confirm receipt.

## **2.2 Information Meeting**

An information meeting may be hosted by the City Representative to discuss the City’s requirements under this RFP (the “**Information Meeting**”). While attendance is at the discretion of Proponents, Proponents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFP a meeting has not been scheduled.

## **2.3 Late Proposals**

Proposals received after the Closing Time will not be accepted or considered. A Proponent bears all risk that the City’s receiving computer equipment functions properly so that the Proposal is received by the Closing Time.

## **2.4 Amendments to Proposals**

Proposals may be revised by written amendment, delivered to the email address set out in Section 2.1, at any time before the Closing Time but not after. An amendment should be signed by an authorized signatory of the Proponent in the same manner as provided by Section 3.2. E-mailed amendments are permitted, but such amendment should show only the change to the proposal price(s) and should not disclose the actual proposal price(s). A Proponent bears all risk that the City’s computer equipment functions properly so as to facilitate timely delivery of any amendment.

## **2.5 Inquiries**

All inquiries related to this RFP should be directed in writing to the person named below (the “**City Representative**”). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Sunny Kaila, Manager, Procurement Services

E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Reference: 1220-030-2023-007

Inquiries should be made no later than seven (7) business days before Closing Time. The City reserves the right not to respond to inquiries made within seven (7) business days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the City.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with Section 2.6. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

## **2.6 Addenda**

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid Website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) and the City Website at [www.surrey.ca](http://www.surrey.ca) (collectively, the “**Websites**”), and upon posting, any addenda will form part of this RFP. It is the responsibility of Proponents to check the Websites for addenda. The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent. By delivery of a Proposal the Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

## **2.7 Examination of Contract Documents and Site**

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

## **2.8 Opening of Proposals**

The City intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

## **2.9 Status Inquiries**

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the City Website and not to the City Representative.

# **3. PROPOSAL SUBMISSION FORM AND CONTENTS**

## **3.1 Form of Proposal**

Proponents should complete the form of Proposal attached as Schedule C, including Schedules C-1 to C-5. Proponents are encouraged to respond to the items listed in Schedules C-1 to C-5 in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

### 3.2 Signature

The legal name of the person or firm submitting the Proposal should be inserted in Schedule C. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

## 4. EVALUATION AND SELECTION

### 4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by an evaluation team appointed by the City (the “**Evaluation Team**”), which may consist of one or more persons. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

### 4.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Proposals to determine each Proponent's strength and ability to provide the Services in order to determine the Proposal, or Proposals, which are most advantageous to the City, using the following criteria:

- (a) Experience, Reputation and Resources – The Proponent's experience, reputation and resources as applicable to the performance of the Services.

For this evaluation criterion The Evaluation Team will consider the Proponent's responses to items in Schedule C-2.

- (b) Technical – The Proponent's technical proposal for the performance of the Services as outlined in the Proponent's responses to items in Schedule C-3 and Schedule C-4.
- (c) Financial – The Proponent's financial proposal for the performance of the Services as described in the Proponent's response to Schedule C-5.

- (d) Statement of Departures - The Evaluation Team will consider the Proponent's response to Schedule C-1.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the Evaluation Team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

#### **4.3 Discrepancies in Proponent's Financial Proposal**

If there are any obvious discrepancies, errors or omissions in Schedule C-5 of a Proposal (Proponent's Financial Proposal), then the City shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted, and in particular:

- (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;
- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity; and
- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

#### **4.4 Litigation**

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiated legal action against any officers or directors of the Proponent.

In determining whether or not to reject a Proposal under this Section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Agreement if it is awarded to the Proponent.

#### **4.5 Additional Information**

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

## **4.6 Interviews**

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

## **4.7 Negotiation of Contract and Award**

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:
  - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
  - (2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and
  - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or scope of Services if:
    - (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
    - (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
    - (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

## **5. GENERAL CONDITIONS**

### **5.1 No City Obligation**

Notwithstanding any other provision in this RFP, this RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the City reserves the right to at any time, and for any reason, reject all Proposals, and to terminate this RFP process without further explanation. The City is under no obligation to consider any Proposal, including the Proposal with the lowest price, or to select as the Preferred Proponent the Proponent that submits the Proposals with the lowest price.

### **5.2 Proponent's Expenses**

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFP. The City and its representatives, agents,



consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

### **5.3 No Contract**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFP, prior to the signing of a formal written Contract.

### **5.4 Conflict of Interest**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

### **5.5 Solicitation of Council Members, City Staff and City Consultants**

Proponents and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFP, other than the City Representative named in section 2.5, at any time prior to the award of a contract or the cancellation of this RFP and which could be viewed as one Proponent attempting to seek an unfair advantage over other Proponents.

### **5.6 Confidentiality**

All submissions become the property of the City and will not be returned to the Proponent. All submissions will be held in confidence by the City unless otherwise required by law. Proponents should be aware the City is a “public body” defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

### **5.7 No Claims**

Each Proponent, by submitting a Proposal, irrevocably:

- (a) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a “**Claim**”) against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation for any matter relating directly or indirectly to this RFP (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP; and
- (b) waives any Claim against the City and its employees, directors, officers, advisors or representatives, or any one of them, for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract is entered into for the Services between the Proponent and the City for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a

non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP.

## **SCHEDULE A - SCOPE OF SERVICES**

### **PROJECT TITLE: MONITORING OF RIPARIAN AND INSTREAM HABITAT PROJECTS**

#### **1. GENERAL REQUIREMENTS**

The City of Surrey (the “City”) is seeking to retain the services of a qualified and professional environmental consultant (the “Consultant”) to manage the long-term monitoring requirements arising from the construction of capital projects through the installation of instream or riparian habitats (the “Services”).

Typically, these projects require an approval from a regulatory agency, such as Fisheries and Oceans Canada (“DFO”) or the Ministry of Forests (“MoF”), and these agencies detail the monitoring and maintenance requirements to ensure the constructed habitats function as intended. At minimum, these project sites will be subject to requirements and a defined scope of Best Management Practices under a MoF Notification or possibly a DFO Letter of Advice to ensure habitats are protected. Historically, these projects may have required Approvals or Notifications (issued by the Ministry of Forests, Lands and Natural Resource Operations, or under the superseded Provincial *Water Act* by the Ministry of Environment), or section 35(2) Letters of Authorization (issued under the Federal *Fisheries Act* by DFO).

The Consultant will provide the following Services in accordance with the information provided within this Schedule A:

- (a) Overall project management;
- (b) Field assessments as required by legal requirements and to provide appropriate site-specific recommendations for maintenance;
- (c) Detailed reports, designs and/or descriptions of current site conditions and proposed maintenance work to be undertaken;
- (d) Geo-referenced site maps for each site that summarize the maintenance works required that can act as stand-alone documents to be provided to contractors;
- (e) Site specific consultation to the various contractors conducting remedial works and watering of habitat sites; and
- (f) Site audits to ensure adequate watering effort is being provided for each habitat site.

#### **2. PROJECT BACKGROUND**

The City requires environmental consulting services to conduct the review, field investigations, monitoring and reporting for the instream projects listed in Schedule A-1 [2023 Batch Project List]. Due to the large number of instream projects requiring long-term monitoring, the City has chosen to batch the projects for greater efficiency. Although all of the projects listed in Schedule A-1 require approximately three to five-year monitoring, the Consultant will fulfill the monitoring requirements for an approximate one-year period (Contract start date to December 31, 2023). Monitoring and reporting will be conducted as specified for each of the projects’ approvals.

## Project Overview

Project #	Description	Location and Limits
4823-018	Conduct field investigations, habitat assessments, site specific recommendations and reporting requirements for City project sites containing compensation/ mitigation habitats	Various Sites

### 3. SCOPE OF WORK

#### 3.1 Project Management

- (a) Actively and diligently progress through the monitoring activities required by each of the projects in Schedule A-1 – [2023 Batch Project List], which will result in the work being completed on schedule.
- (b) Prepare and submit monthly invoices identifying previously invoiced amounts, current invoice, total-to-date, and projected amounts. The Consultant shall not exceed budget nor proceed with any scope change without prior written approval from the City.
- (c) Coordinate with all City departments, regulatory agencies and site contractors/consultants as required.
- (d) City expects the Consultant to manage their budgeted hours by adjusting the level of field assessments required according to site conditions. Should there be changes in scope between proposal and the required services, the City and Consultant will negotiate increases in the level of services that would be warranted and update the Contract accordingly.
- (e) Collect fuel consumption information to support the City's Corporate GHG Inventory.

#### 3.2 General Instructions

- (a) Review all historical documentation (e.g., detailed designs, regulatory agency approvals, email communications, past monitoring reports, etc.) provided for each project in Schedule A-1 - [2023 Batch Project List]. Each project has very specific monitoring requirements, which must be discussed with City staff prior to field monitoring, assessment, and reporting. The Consultant is responsible for conducting inspections and submitting all monitoring reports in accordance with the schedules outlined in each individual approval.
- (b) Meet with City staff prior to field assessment component to confirm extent of monitoring, as well as the current construction and vegetation maintenance schedules.
- (c) Meet on-site, as required, with City staff, crew from the City's Salmon Habitat Restoration Program, contractors, or consultants to discuss site deficiencies and prescription requirements.
- (d) Conduct the field monitoring, reporting, and tracking to December 31, 2023.
- (e) Obtain permits from regulatory agencies for sites requiring scientific fish collection.
- (f) Should the Consultant find that a component of the compensation/mitigation work is not functioning as designed, City staff are to be notified right away and before any contact with regulatory agencies so that a remedial plan can be developed.
- (g) Field assessments must be completed with sufficient detail and rigor so that appropriate site recommendations can be made to satisfy the regulatory agency requirements.

### **3.3 Reporting**

- (a) Monitoring reports must provide sufficient project history details, the project name/reference number(s), (DFO Authorization No. and/or MoF File No., City of Surrey Project No., etc., and related agency approval documents as appendices so that proper interpretations of the intent of the maintenance recommendations can be made.
- (b) Reports must specify the year of monitoring that is currently being conducted (e.g., third year of four-year monitoring program) and if the recommendation is to continue or to terminate the monitoring program.
- (c) Reports must include representative site photos of the mitigation/compensation works that support comments documented within the field assessment. Photo descriptions must clearly define the direction and orientation in which the photos were taken.
- (d) Each monitoring report should have included as an appendix, a PDF geo-referenced map document (e.g., AVENZA) that includes the prescribed remedial actions required for the site in the following monitoring season of 2024. These map documents should be a stand-alone document that includes the project name, reference number(s), sufficient detail of the location of the site, the dimensions of the habitat polygons, and any landscaping prescriptions (e.g., brushing of invasive plants, planting, beaver exclusion fencing, watering, etc.) with the time of year for them to be completed.
- (e) Each monitoring report should have included as an appendix, an itemized summary table of how the project is meeting the requirements of the regulatory approvals applicable.
- (f) Submit draft monitoring reports to the City by November 6, 2023 for all reports with a December 1, 2023 deadline to the environmental regulators, and submit all remaining draft monitoring reports by November 24, 2023 for the project manager to make edits/comments. Submissions of draft reports for review throughout the fall season is desirable to allow for timely reviews of the reports.
- (g) Submit final digital monitoring reports to the appropriate regulatory agencies according to their timing requirements.
- (h) Forward one final hardcopy of the full monitoring reports.
- (i) Submit two USBs of each of the complete monitoring reports to the City, all the separate figures from the documents & the summary maintenance sheets.
- (j) Submit scientific fish collection reports to the regulatory agencies as required within their permit specifications.
- (k) Provide a separate summary table of all locations with results of water quality assessments conducted or scientific fish collection data.

### **4. OPTIONAL CONTRACT RENEWAL FOR 2024, 2025, AND 2026**

The City's intent is to award this agreement for one (1) year with the preferred Proponent. Upon mutual agreement of the parties, this agreement may be renewed for an additional three (3) one-year renewal terms. Each agreement renewal is subject to the Consultant's satisfactory performance, need for the Service, and budget approval by the City. The program is expected to commence on April 1, 2023.

The City is requesting that Proponents provide a cost breakdown for the provision of the same services for years 2024, 2025 and 2026 as an optional item within their Proposal. A list of sites cannot be provided for the optional years 2024, 2025 and 2026 at this time, however the Proponent should base the cost estimates on the 2023 program. If in subsequent years the maintenance list differs significantly from 2023 program, the Consultant will be asked to revise the cost estimates to reflect this change.

## 5. ESTIMATED TIME SCHEDULE

The Consultant and its team shall be fully committed to the team members and to the project schedule. The anticipated timing of the major activities under this project is as listed below:

Commencement of Services	April 1, 2023
Submission of complete draft reports with December 1, 2023, reporting deadline to City staff	November 6, 2023
Submission of final reports with December 1, 2023 reporting deadline to DFO & MFLNRO	November 30, 2023
Submission of remaining draft reports to City staff	November 24, 2023
Submission of remaining final reports to DFO & MFLNRO	December 22, 2023
Submission to City of Surrey of final copies of reports, as well as summary tables	December 31, 2023
Submission of fuel consumption report to City staff	December 31, 2023

The Consultant should allow for a two-week review period by the City for each submittal. The Consultant will also indicate measures and recommendations to accelerate the schedule if required by the City.

The City reserves the right to modify this schedule at the City's discretion.

**[END OF PAGE]**

SCHEDULE A-1  
2023 BATCH PROJECT LIST

Schedule A - 1      2023 Batch Projects List

Site ID	Creek	Description	Riparian Habitat Area to Monitor	Instream Habitat to Monitor	TOTAL Habitat area to monitor	Start year	End Year	Yrs	Provincial/Federal File Info	Reporting	Notes
LTM 8	Serpentine River	Hwy#15 Multi-Use Pathway 68A Ave to Fraser Hwy	~2,650m2 riparian habitat	n/a	~2,650m2 riparian habitat	2010	(2015) 2024	5	10-HPAC-PA2-00163	DFO and City of Surrey	Large segment of original compensation habitat signed off. Remaining habitat area to monitor was installed in fall 2021 so need to monitor for 3 years past that for survivorship. <b>Annual reporting by Dec.31 required.</b>
LTM 19	Colebrook Ditch	Panorama Ridge Whistle Cessation Project - Colebrook Road Channel	~31,500m2 riparian habitat	n/a	~31,500m2 riparian habitat	2015	(2019)2024	5	10-HPAC-PA0-00464	DFO and City of Surrey	Original project required 5 year monitoring 2015-2019. Aquatic monitoring requirements signed off but riparian monitoring continues. New terms agreed to by DFO in spring 2021 and reflected in Authorization amendments which results in only south bank requiring enhancements and monitoring (~31,500m2). Planted in winter 2021/22. Monitor for minimum 3 years to ensure success & <b>report to DFO annually by Dec.31.</b>
LTM 21	Cummins Creek	Widening of 52 Avenue at 189a Street	5,735 m2 riparian habitat	n/a	estimated 5,735m2 riparian habitat	2016	2025	10	A2006029	City of Surrey	installed late 2014; much of Area B stock died and will be replanted by contractor in spring 2018. Original planting plan was for a successional planting scheme requiring more planting in year 7 - more furrows were installed in spring 2021 and biodiversity planting occurred in fall 2021. <b>No report to FLNRO required annually.</b>
LTM22	Anderson Crk	Anderson Crk at 3300Blk	~80m2 with ~70 plants across 3 polygon areas.	channel under bridge alignment received weir repairs. Assess for sections drying out or channel constrictions due to rock movement.	~80m2 riparian and ~50m2 instream	2021	2026	5	WSA Approval 2008302	FLNRO (MoF)	Plantings installed fall 2021. Strong storms dislodged some rock upstream of bridge that SHaRP will repair during summer 2022. Fish and amphibian assessments and documentation of fish stranding required in reporting. WQ results and assessment of instream function required. <b>Reports DUE Dec.1 annually.</b>
LTM49	trib to Cloverdale Canal	168street and HWY 10 road improvements: mound farm park habitat compensation	approximately 1,350m2 of riparian habitat with ~750 plants	approximately 344m2 of instream	approximately 1,650m2 total footprint areas	2020	2030	10	WSA Approval # 2006631	City of Surrey	site requires 7-10 years of monitoring to support successional planning and biodiversity ehancement plantings as per WSA section (dd) with <b>annual reports completed for Ministry( delivery to ministry upon request only).</b> No survivorship targets defined. Contractor installed plants on wetland benches in spring 2020 & additional bank plantings were installed in spring 2021.
LTM52	Quibble Creek	Quibble Crk pedestrian bridge and MUP	~800m2 with ~760 plants and several willow stakes.	n/a	~800m2	2021	2023	3	notification	City of Surrey	Contractor installed mitigation habitat area in spring 2021 and repaired some lower bank works in summer 2021. Mitigation habitat was a requirement of additional construction impacts not in the original scope of design. Riparain planting installed to mitigate imapcts.
LTM53	Serpentine River	Bothwell Park Compensation for 173a ditch infill	Riparian habitat with 675 plants installed on south side of Serpentine River adjacent to parking lot.	root wads stability on south bank & instream boulder clusters	~700 sq. metres	2021	2023	3	WSA Approval 2005188	FLNRO (MoF)	Change to the requirements in the Approval were that no rush were required to be planted in the 172a ditch and all compensation works would occur at the serpentine river site. Three years monitoring for the establishment of riparain vegetation. Report should comment on slope stability and instream structure function. <b>No annual reporting required but a single effectiveness report at end of monitoring period (2023).</b>
LTM55	Wills Brook	160 Street widening 26 avenue to 32 Avenue	6421 square meters with over 11,000 plants across several polygon areas.	287m2 instream & 137m2 channel = total 424 sq. metres	~6845 square metres across several polygon areas.	2021	2026	5	20-HPAC-00049 / WSA 2007621	DFO and FLNRO (MoF)	plantings installed fall/winter 2020. Benthics required in fall 2022. 2022 report petitioned closure of benthics monitoring requirements -results TBD (therefore benthic monitoring still required for 2023 at this time). Fish and WQ sampling required. <b>DFO and FLNRO (MoF) reporting requirements. Reports due DEC. 1 annually.</b>
LTM56	Bear Creek	Surrey Lake repairs and cleanout	310 sq. metres habitat by lake inlet (on the 'island)	monitor weir stability and fish ladder at lake inlet; monitor weir at lake outlet	310 sq. metres habitat by lake inlet (on the 'island)	2021	2024	3	WSA 2007983	FLNRO (MoF)	plantings installed fall/winter 2020. Liana's crews to maintain and water in 2021 and onwards. <b>WSA approval requires annual reporting by Dec.1</b> and hopes for 3-5 year monitoring for riparian stock and functionality of the instream works.
LTM61	Cougar Creek	Cougar Creek Headwall Replacement at 72 avenue	~ 150m2 with 146 plants installed on either side of the headwall structure.	Assess instream boulders, apron water depth and toe of slope erosion points. Anecdotally report on gravel migration downstream.	~150m2 with ~35m2 instream	2021	2024	3	notification	City of Surrey	Phase 1 area plantings installed fall 2021 with Phase 2 plantings (upslope of headwall) installed in spring 2022.
LTM62	Quibble Crk	Whalley Blvdr City Centre Detention Pond	~175m2 with ~180 plants surrounding replaced culvert headwall areas	n/a	~175m2 with ~180 plants surrounding replaced culvert headwall areas	2021	2026	5	approval 2008218	FLNRO (MoF)	Plantings were installed during fall 2021. Presence of knotweed in northwest segment of habitat. Reporting on riparian habitat function required for 5 years; no survivorship target described. <b>Reports DUE Dec. 1 annually.</b>
LTM64	Titman crk	32 avenue widening- 154st. to 160 St.	n/a	creation of a pool at culvert outlet, placement of gravel at baffles; small mammal wildlife corridor	n/a - instream culvert and outlet pool only.	2022	2026	5	WSA Approval 2008337	FLNRO (MoF)	Fish sampling and WQ reporting required. Describe flows and function of instream structures. <b>Reports due DEC 1 annually</b> but does not indicate # of years reporting is required (e.g. standard aquatic monitoring is ~3years).
new for 2023											
LTM60	trib to Fraser river	13745 114 ave. channel/erosion	~960m2 riparain habitat	~95m reconstructed channel length	~1,055m2 total habitat	2023	2027	5	WSA approval2008451	FLNRO (MoF)	Fish sampling and WQ reporting required. Report to comment on channel flow/function. 100% survivorship of planted trees and shrubs required. <b>Reports due DEC. 1 annually.</b>
LTM 69	Reedville crk	Pedestrian bridge over Hyland Crk trib at 140st. Removed and new pedestrian bridge installed (spring 2022) & subsequent instream works to remove relic debris and regrade/protect streambanks & restore riparain areas (summer/fall 2022)	~500m2 riparian habitat	~ 30m channel length	~ 530m2 total habitat	2023	2025	3	notification for bridge/ co-signed application with DFO for ISW so it was notification	City of Surrey	pedetrian bridge works were completed as free span Notification with limited instream impacts. Instream restoration works completed immediately upstream of the bridge is not part of the project eventhough it happened in same year as bridge construction. Instream restoration completed through DFO RRU enhancement project and notification as DFO co-signed on SHaRP ISW application. CoS applying 3 years monitoring to ensure riparian and instream function
LTM 70	k crossings (2021)/ Quib	Fraser Highway widening 140-148street	~1,100m2 riparian habitat across several polygon areas	~ 30m2 culvert outlet pools; ~30m2 culvert inlet; ~40m2 channel/ditch	~1,200m2 total habitat	2023	2027	5	WSA Approval 2008785	FLNRO (MoF)	WSA Reporting due in years 2,3 and 5 (originally 2023, 2024 and 2026 but no plants installed in 2022). modified reporting to form/function only in 2023 and full WSA reporting 2024,2025 and 2027. <b>Reports DUE DEC.1 annually.</b> King, Enver and Price crk works occured 2021. Quibble Creek culvert replacement and inlet/outlet pool with north ditch work completed in 2022. Planting works due spring 2023. Restoration and habitat plans don't follow IFC -less construction impacts occurred on Price, King and Enver Creeks & updated plant prescriptions created in winter 2022. King and Quibble crks had wildlife benches installed in culvert-monitor function.
LTM 71	Quibble Crk	Quibble outfall headwall at King George Blvdr. North of 88avenue	<100m2 riparian habitat	~ 10m2 culvert outlet pool	~110m2 total habitat	2023	2025	3	notification	City of Surrey	Monitoring form/function of outlet pool to Quibble Creek as well as survivorship of plantings around headwall structure. Park on Ursus Crescent and access from park trail to footbridge over channel. CoS assuming 3 years monitoring for riparian vegetation establishment.
LTM 72	Quibble crk	9168 136a avenue - Quibble crk ravine stability	~115m2 riparian habitat	~20m2 instream (west bank)	~135m2 total habitat	2023	2025	3	WSA Approval 2007494	FLNRO (MoF)	Access site from parking at 91 avenue and 136b street and following park trail north to site. Monitoring of form/function of channel and greater than 80% survivorship of plantings. Planting areas differ from IFC and WSA approval- no planting occured above rip rap slope in south portion of project. <b>Report due DEC.1 annually.</b>

## **SCHEDULE B – DRAFT CONTRACT**



## **PROFESSIONAL SERVICES AGREEMENT**

**Title:** Monitoring of Riparian and Instream Habitat Projects

**Reference No.:** 1220-030-2023-007



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**APPENDIX 1 – SCOPE OF SERVICES**

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**APPENDIX 2 – FEES AND PAYMENT**

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## MONITORING OF RIPARIAN AND INSTREAM HABITAT PROJECTS

THIS AGREEMENT is dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

AGREEMENT No.: 1220-030-2023-007

### BETWEEN:

**CITY OF SURREY**  
13450 – 104<sup>th</sup> Avenue  
Surrey, British Columbia, V3T 1V8  
(the “City”)

### AND:

 *Insert Full Legal Name of Consultant*

(the “Consultant”)

**WHEREAS** the City wishes to engage the Consultant to provide the Services and the Consultant agrees to provide the Services.

### *Monitoring of Riparian and Instream Habitat Projects*

**THEREFORE**, in consideration of the premises and payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which each party hereby acknowledges), the parties hereby covenant and agree with each other as follows:

## 1. INTERPRETATION

### 1.1 Definitions

In this agreement the following definitions apply:

“**Disbursements**” has the meaning set out in Section 5.3;

“**Dispute**” has the meaning set out in Section 14.1;

“**Fees**” has the meaning set out in Section 5.1;

“**Indemnitees**” has the meaning set out in Section 7.1;

“**Invoice**” has the meaning set out in Section 5.2(a);

“**Services**” has the meaning set out in Section 2.1;

“**Term**” has the meaning set out in Section 2.5; and

“**Time Schedule**” has the meaning set out in Section 2.6.

## **1.2 Appendices**

The following attached Appendices are a part of this agreement:

- Appendix 1 – Scope of Services;
- Appendix 1-A – 2023 Batch Project List;
- Appendix 2 – Fees and Payment;
- Appendix 3 – Time Schedule;
- Appendix 4 – Personnel and Sub-Contractors; and
- Appendix 5 – Additional Services.

## **2. SERVICES**

### **2.1 Services**

The City hereby retains the Consultant to provide the consulting and professional services as described generally in Appendix 1 [Scope of Services] and Appendix 1-A [2023 Batch Project List] including anything and everything required to be done for the fulfillment and completion of this agreement (the “**Services**”).

### **2.2 Amendment of Services**

The City may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The Fees will be increased or decreased by written agreement of the City and the Consultant according to the rates set out in Appendix 2.

### **2.3 Additional Services**

The Consultant will, if requested in writing by the City, perform additional services as may be listed in Appendix 5. The terms of this agreement will apply to any additional services, and the fees for additional services, and the time for the Consultant’s performance, will generally correspond to the fees and time of performance as described in Appendices 2 and 3. The Consultant will not provide any additional services in excess of the scope of services requested in writing by the City.

### **2.4 Standard of Care**

The Consultant will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Consultant’s experience and expertise. The Consultant represents that it has the expertise, qualifications, resources and relevant experience to provide the Services.

### **2.5 Term**

The Consultant will provide the Services for the period commencing on April 16, 2023, and terminating on March 31, 2024 (the “**Term**”).

The City may at its sole discretion any time prior to thirty (30) days before the end of the Term, by written notice to the Consultant, extend the Term for a period of time not to exceed three (3) one-year renewal

terms. If the City elects to extend the Term, the provisions of this agreement will remain in force, including the Fees, except where amended in writing by the parties.

## **2.6 Time**

The Consultant acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Consultant will provide the Services within the performance or completion dates or time periods (the "**Time Schedule**") as set out in Appendix 3, or as otherwise agreed to in writing by the City and the Consultant. If at any time the Consultant discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule.

## **3. PERSONNEL AND SUB-CONTRACTORS**

### **3.1 Qualified Personnel**

The Consultant will provide only professional personnel who have the qualifications, experience and capabilities to perform the Services.

### **3.2 Listed Personnel and Sub-Contractors**

The Consultant will perform the Services using the professional personnel and sub-contractors as may be listed in Appendix 4, and the Consultant will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.

### **3.3 Replacement of Personnel or Sub-Contractors**

If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Consultant's personnel or sub-contractors then the Consultant will, on written request from the City, replace such personnel or sub-contractors.

### **3.4 Sub-Contractors and Assignment**

Except as provided for in Section 3.2, the Consultant will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this agreement, in whole or in part, without the prior written approval of the City.

### **3.5 Agreements with Sub-Contractors**

The Consultant will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the terms and conditions of this agreement into all sub-contracts as necessary to preserve the rights of the City under this agreement. The Consultant will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Consultant.

## **4. LIMITED AUTHORITY**

### **4.1 Agent of City**

The Consultant is not and this agreement does not render the Consultant an agent or employee of the City, and without limiting the above, the Consultant does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out

in this agreement, or as necessary in order to perform the Services. The Consultant will make such lack of authority clear to all persons with whom the Consultant deals in the course of providing the Services. Every vehicle used by the Consultant in the course of performing the services shall identify the Consultant by name and telephone number.

## **4.2 Independent Contractor**

The Consultant is an independent contractor. This agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Consultant performs the Services. The Consultant will determine the number of days and hours of work required to properly and completely perform the Services. The Consultant is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in Section 3.4. The Consultant will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

## **5. FEES**

### **5.1 Fees**

The City will pay to the Consultant the fees as set out in Appendix 2 (the "**Fees**"). Payment by the City of the Fees and Disbursements will be full payment for the Services and the Consultant will not be entitled to receive any additional payment from the City.

### **5.2 Payment**

Subject to any contrary provisions set out in this Agreement:

- (a) the Consultant will submit an invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees and Disbursements relating to the Services provided in the previous month. Each Invoice should be sent **electronically** to: [surreyinvoices@surrey.ca](mailto:surreyinvoices@surrey.ca) and include the following information:
  - (1) an invoice number;
  - (2) the Consultant's name, address and telephone number;
  - (3) the City's reference number for the Services; P.O. # (to be advised)
  - (4) the names, charge-out rates and number of hours worked in the previous month of all employees of the Consultant and any sub-contractor(s) that has/have performed services during the previous month;
  - (5) the percentage of Services completed at the end of the previous month;
  - (6) the total budget for the Services and the amount of the budget expended to the date of the Invoice;
  - (7) taxes (if any);
  - (8) grand total of the Invoice;
- (b) the Consultant will on request from the City provide receipts and invoices for all Disbursements claimed;
- (c) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Consultant;
- (d) the City will pay the portion of an Invoice which the City determines is payable less any deductions for setoffs or holdbacks permitted by this Agreement including, without limitation, any amounts permitted to be held back on account of deficiencies, within 30 days of the receipt of the Invoice;

- (e) if the Consultant offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the discounted portion of an Invoice; and
- (f) all Invoices shall be stated in, and all payments made in, Canadian dollars.

The parties agree that all Fees as set out in Schedule C-5 will remain in force during the Term. For optional years 2024, 2025 and 2026 and thereafter the Fees will be subject to an increase during the term once per Year of the Term by a percentage which shall not be greater than the percentage increase in the Consumer Price Index (All items), and do not exceed 2.0% for Vancouver, British Columbia as published by Statistics Canada ("**CPI**"), or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of the current Calendar Year.

### **5.3 Disbursements**

In addition to the Fees, the City will reimburse the Consultant for actual out-of-pocket costs and expenses ("**Disbursements**") as identified in Appendix 2 which the Consultant, and approved sub-contractors, incur in the performance of the Services, plus any additional Disbursements with the prior written approval of the City.

For greater certainty, costs of general management, non-technical supporting services and general overheads are deemed to be covered by the Fees and will not be subject to additional payment by the City.

### **5.4 Records**

The Consultant will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Disbursements. On request from the City, the Consultant will make the records available open to audit examination by the City at any time during regular business hours during the time the Consultant is providing the Services and for a period of six years after the Services are complete.

### **5.5 Non-Residents**

If the Consultant is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:

- (a) 15% of each payment due to the Consultant; or
- (b) the amount required under applicable tax legislation.

## **6. CITY RESPONSIBILITIES**

### **6.1 City Information**

The City will, in co-operation with the Consultant make efforts to make available to the Consultant information, surveys, and reports which the City has in its files and records that relate to the Services. The Consultant will review any such material upon which the Consultant intends to rely and take reasonable steps to determine if that information is complete or accurate. The Consultant will assume all risks that the information is complete and accurate and the Consultant will advise the City in writing if in the Consultant's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.



## **6.2 City Decisions**

The City will in a timely manner make all decisions required under this agreement, examine documents submitted by the Consultant and respond to all requests for approval made by the Consultant pursuant to this agreement.

## **6.3 Notice of Defect**

If the City observes or otherwise becomes aware of any fault or defect in the Services, it may notify the Consultant, but nothing in this agreement will be interpreted as giving the City the obligation to inspect or review the Consultant's performance of the Services.

## **7. INSURANCE AND DAMAGES**

### **7.1 Indemnity**

The Consultant will indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "**Indemnitees**"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Consultant of any obligation of this agreement, or any wrongful or negligent act or omission of the Consultant or any employee or agent of the Consultant.

### **7.2 Survival of Indemnity**

The indemnity described in Section 7.1 will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

### **7.3 Consultant's Insurance Policies**

The Consultant will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than three million (\$3,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Consultant, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and Consultants protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) professional errors and omissions insurance in an amount not less two million (\$2,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12 month maintenance period; and

- (c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property.

#### **7.4 Insurance Requirements**

The Consultant will provide the City with evidence of the required insurance prior to the commencement of this agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Consultant will, on request from the City, provide certified copies of all of the Consultant's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Consultant will be responsible for deductible amounts under the insurance policies. All of the Consultant's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

#### **7.5 Consultant Responsibilities**

The Consultant acknowledges that any requirements by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Consultant acknowledges and agrees that the Consultant is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Consultant from responsibility for any amounts which may exceed these limits, for which the Consultant may be legally liable.

#### **7.6 Additional Insurance**

The Consultant shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

#### **7.7 Waiver of Subrogation**

The Consultant hereby waives all rights of recourse against the City for loss or damage to the Consultant's property.

### **8. TERMINATION**

#### **8.1 By the City**

The City may at any time and for any reason by written notice to the Consultant terminate this agreement before the completion of all the Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Consultant will perform no further Services other than the work which is reasonably required to terminate the Services and return the City's property to the City. Despite any other provision of this agreement, if the City terminates this agreement before the completion of all the Services, the City will pay to the Consultant all amounts owing under this agreement for Services provided by the Consultant up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Consultant,

and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.

## **8.2 Termination for Cause**

The City may terminate this agreement for cause as follows:

- (a) If the Consultant is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Consultant or receiver or trustee in bankruptcy written notice; or
- (b) If the Consultant is in breach of any term or condition of this agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Consultant, then the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Consultant further written notice.

If the City terminates this agreement as provided by this Section, then the City may:

- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
- (b) withhold payment of any amount owing to the Consultant under this agreement for the performance of the Services;
- (c) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Consultant under this agreement, and at the completion of the Services pay to the Consultant any balance remaining; and
- (d) if the total cost to complete the Services exceeds the amount owing to the Consultant, charge the Consultant the balance, which amount the Consultant will forthwith pay.

## **8.3 Curing Defaults**

If the Consultant is in default of any of its obligations under this agreement, then the City may without terminating this agreement, upon 5 days written notice to the Consultant, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Consultant. Nothing in this agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Consultant.

## **9. APPLICABLE LAWS, POLICIES, BUILDING CODES AND BY-LAWS**

### **9.1 Applicable Laws and Policies**

This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Consultant accept the jurisdiction of the courts of British Columbia and agree that any action under this agreement be brought in such courts.

The Consultant shall comply with all applicable policies, procedures and instructions provided by the City.

## **9.2 Codes and By-Laws**

The Consultant will provide the Services in full compliance with all applicable laws, building codes and regulations.

## **9.3 Interpretation of Codes**

The Consultant will, as a qualified and experienced professional, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Consultant could not reasonably have verified or foreseen prior to entering into this agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

## **10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

### **10.1 No Disclosure**

Except as provided for by law or otherwise by this agreement, the Consultant will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Consultant as a result of the performance of the Services and this agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this agreement, except as reasonably required to complete the Services.

### **10.2 Freedom of Information and Protection of Privacy Act**

The Consultant acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.

### **10.3 Return of Property**

The Consultant agrees to return to the City all of the City's property at the completion of this agreement, including any and all copies or originals of reports provided by the City.

## **11. USE OF WORK PRODUCT**

The Consultant hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Consultant.

## **12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY**

12.1 The Consultant agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment

under this agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Services have been paid in full.

- 12.2 The Consultant will provide the City with the Consultant's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Consultant is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this agreement.
- 12.3 The Consultant agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1* as amended and will ensure compliance with the *Workers Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Consultant will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Consultant will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Consultant will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in this agreement, and the Consultant will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 12.4 Without limiting the generality of any other indemnities granted by the Consultant in this agreement, the Consultant shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 12.5 The Consultant will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 12.6 The City may, on twenty-four (24) hours written notice to the Consultant, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Consultant or otherwise, any deficiency or immediate hazard.

### **13. BUSINESS LICENSE**

- 13.1 The Consultant will obtain and maintain throughout the term of this agreement a valid City of Surrey business license.

## **14. DISPUTE RESOLUTION**

### **14.1 Dispute Resolution Procedures**

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this agreement or related to this agreement ("**Dispute**") using the dispute resolution procedures set out in this Section 14.

(a) Negotiation

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

(b) Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

(c) Litigation

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

## **15. JURISDICTION AND COUNCIL NON-APPROPRIATION**

15.1 Nothing in this agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

15.2 The Consultant recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Consultant of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this agreement.

## **16. GENERAL**

### **16.1 Entire Agreement**

This agreement, including the Appendices and any other documents expressly referred to in this agreement as being a part of this agreement, contains the entire agreement of the parties regarding the provision of the Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this agreement. This agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Services.

## 16.2 Amendment

This agreement may be amended only by agreement in writing, signed by both parties.

## 16.3 Consultant Terms Rejected

In the event that the Consultant issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this agreement are expressly rejected by the City.

## 16.4 Survival of Obligations

All of the Consultant's obligations to perform the Services in a professional and proper manner will survive the termination or completion of this agreement.

## 16.5 Cumulative Remedies

The City's remedies under this agreement are cumulative and in addition to any right or remedy which may be available to the City at law or in equity.

## 16.6 Notices

Any notice, report or other document that either party may be required or may wish to give to the other should be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five calendar days after posting. The addresses for delivery will be as follows:

(a) The City:

City of Surrey, Surrey City Hall

<img alt="redacted" data-bbox="265 625 295 640"/> **insert department/division/section name>**

13450 – 104<sup>th</sup> Avenue, Surrey, B.C., V3T 1V8, Canada

Attention: <img alt="redacted" data-bbox="265 678 295 693"/> **insert contact name>**

<img alt="redacted" data-bbox="265 695 295 710"/> **insert title>**

Business Fax No.: <img alt="redacted" data-bbox="322 730 352 745"/> **insert>**

Business Email: <img alt="redacted" data-bbox="322 747 352 762"/> **insert>**

(b) The Consultant (**Contract Administrator**):

<img alt="redacted" data-bbox="265 813 295 828"/> **insert name and address>**

Attention: <img alt="redacted" data-bbox="265 846 295 861"/> **insert contact name>**

<img alt="redacted" data-bbox="265 863 295 878"/> **insert title>**



Business Fax No.: <img alt="fax icon" data-bbox="325 95 355 110"/> insert>  
Business Email: <img alt="email icon" data-bbox="325 110 355 125"/> insert>

#### **16.7 Unenforceability**

If any provision of this agreement is invalid or unenforceable, it will be severed from the agreement and will not affect the enforceability or validity of the remaining provisions of the agreement.

#### **16.8 Headings**

The headings in this agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this agreement.

#### **16.9 Singular, Plural and Gender**

Wherever the singular, plural, masculine, feminine or neuter is used throughout this agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

#### **16.10 Waiver**

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

#### **16.11 Signature**

This agreement may be executed in one or more counterparts all of which when taken together will constitute one and the same agreement, and one or more of the counterparts may be delivered by fax or PDF email transmission.



## 16.12 Enurement

This agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Consultant.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement on the day and year first above written.

### CITY OF SURREY

**I/We have the authority to bind the City.**

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

 **INSERT FULL LEGAL NAME OF CONSULTANT]**

**I/We have the authority to bind the Consultant.**

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

***(APPENDICES 1 THROUGH 5 WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL)***

**APPENDIX 1 – SCOPE OF SERVICES**

**APPENDIX 1-A – 2023 BATCH PROJECT LIST**

**APPENDIX 2 – FEES AND PAYMENT**

**APPENDIX 3 – TIME SCHEDULE**

**APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS**

**APPENDIX 5 – ADDITIONAL SERVICES**

## SCHEDULE C – FORM OF PROPOSAL

**RFP Project Title:** Monitoring of Riparian and Instream Habitat Project

**RFP Reference No.:** 1220-030-2023-007

**Legal Name of Proponent:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Business Telephone:** \_\_\_\_\_

**Business Fax:** \_\_\_\_\_

**Business E-Mail Address:** \_\_\_\_\_

TO:

City of Surrey

City Representative: Sunny Kaila, Manager, Procurement Services

E-mail for PDF Files: purchasing@surrey.ca

Dear Sir:

**1.0** I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City Website and BC Bid Website, and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

**2.0** **I/We confirm** that the following schedules are attached to and form a part of this Proposal:

Schedule C-1 – Statement of Departures;  
Schedule C-2 – Proponent's Experience, Reputation and Resources;  
Schedule C-3 – Proponent's Technical Proposal (Services);  
Schedule C-4 – Proponent's Technical Proposal (Time Schedule); and  
Schedule C-5 – Proponent's Financial Proposal.

**3.0** **I/We confirm** that this proposal is accurate and true to best of my/our knowledge.

**4.0** **I/We confirm** that, if I/we am/are awarded a contract, I/we will at all times be the "prime contractor" as provided by the *Worker's Compensation Act (British Columbia)* with respect to the Services. I/we further confirm that if I/we become aware that another consultant at the place(s) of the Services has been designated as the "prime contractor", I/we will notify the City immediately, and I/we

will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

**This Proposal** is submitted this **[day]** day of **[month]**, **[year]**.

**I/We have the authority to bind the Proponent.**

---

(Legal Name of Proponent)

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(Signature of Authorized Signatory)

---

(Signature of Authorized Signatory)

---

(Print Name and Position of Authorized Signatory)

---

(Print Name and Position of Authorized Signatory)

### **SCHEDULE C-1 - STATEMENT OF DEPARTURES**

1. I/We have reviewed the proposed Contract attached to the RFP as Schedule "B". If requested by the City, I/we would be prepared to enter into that Contract, amended by the following departures (list, if any):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>

2. The City of Surrey requires that the successful Proponent have the following in place **before commencing the Services**:

- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number \_\_\_\_\_;
- (b) Prime Contractor qualified coordinator is Name: \_\_\_\_\_ and Contact Number: \_\_\_\_\_;
- (c) Insurance coverage for the amounts required in the proposed agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at [www.surrey.ca](http://www.surrey.ca) search [Consultants Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal Business License: Number \_\_\_\_\_;
- (e) If the Consultant's Services are subject to GST, the Consultant's GST Number is \_\_\_\_\_; and
- (f) If the Consultant is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number \_\_\_\_\_.

As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>

3. I/We offer the following alternates to improve the Services described in the RFP (list, if any):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>

4. The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Schedule C-1 will not form part of the Contract unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

### **SCHEDULE C-2 - PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES**

Proponents should provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational.
- (ii) Proponent's relevant experience and qualifications in delivering services similar to those required by the RFP.
- (iii) Proponent's demonstrated ability provide the Services and complete projects on schedule and within budget.
- (iv) Proponent's equipment resources, capability and capacity, as relevant.
- (v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references.
- (vi) Proponent's financial strength (with evidence such as financial statements, bank references).
- (vii) Proponent's relevant projects completed in the last five (5) years. Provide details (scope, client info, project reference number, year completed, location, etc.) for three projects with similar scope to this proposed project, completed by the team members.
- (viii) Proponents should provide information on the relevant background, experience, and qualifications of all key personnel (Project Manager, Field Technicians, R.P. Bio., Contract Administrator, etc.) proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary). Provide copies of resumes to a minimum of two pages per personnel:

#### **Key Personnel**

Name: \_\_\_\_\_

Experience: \_\_\_\_\_

Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **Project Approach – Team Roles**

- (ix) Proponents should provide an outline of the resource roles and estimated effort required for this project. (use the spaces provided and/or attach additional pages, if necessary).

Role	Name	Forecasted Project Days/Hrs.

### **Sub-Contractors**

- (x) Proponents should provide the following information on the relevant background, experience and qualifications of all sub-contractors proposed to undertake a portion of the Services (use the spaces provided and/or attach additional pages, if necessary).

DESCRIPTION OF SERVICES	SUB-CONTRACTORS NAME	YEARS OF WORKING WITH PROPONENT	TELEPHONE NUMBER AND EMAIL

**[END OF PAGE]**

### **SCHEDULE C-3 - PROPONENT'S TECHNICAL PROPOSAL (SERVICES)**

Proponents should provide the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) a narrative that illustrates an understanding of the City's requirements and Services.
- (ii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements.
- (iii) a narrative that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required objectives within the City's schedule.
- (iv) a description of the standards to be met by the Proponent in providing the Services.
- (v) **Reports:** a list of reports, including items listed in Schedule A, that you would anticipate providing the City's management team, including their relationship to project milestones and the method of delivery (electronic, paper, e-mail, other).
- (vi) **Work Plan:** provide a sample work plan that will be used for the project. Include a detailed description of each project task based on their sensitivities, control measure, and deliverables as stated in Schedule A.
- (vii) **Environmental and Social Responsibility:** Describe your commitment to environmental stewardship initiatives, recycling practices and carbon footprint reduction.
- (viii) **Value Added Services:** The Proponent should provide a description of value added, innovative ideas and unique services that the Proponent can offer to implement the City's requirements relevant to the scope of Services described in this RFP. Unless otherwise stated, it is understood that there are no extra costs for these services.

**[END OF PAGE]**



**SCHEDULE C-4 - PROPONENT'S TECHNICAL PROPOSAL (TIME SCHEDULE)**

The City encourages responses that demonstrate a thorough understanding of the nature of the work and what the Proponent must do to get the work done properly. To this end, Proponents should provide an estimated project schedule, with major item descriptions and time indicating a commitment to perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

[illegible]

**[END OF PAGE]**

### **SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL**

Indicate the Proponent's proposed fee (excluding GST), and the basis of calculation (use the spaces provided and/or attach additional pages, if necessary) as follows (as applicable):

The Proposal shall indicate a clearly defined fee structure for various aspects of the project with projected hours identified per task and per team member. Hourly rates shall remain fixed for a period of two calendar years following acceptance/award of the Proposal.

#### **1. SCHEDULE OF FEES:**

Prices are to include all labour, materials, equipment, tools, supplies, and transportation to faithfully perform and provide the Services as described in this RFP.

#### **FEE SCHEDULE (2023)**

Item No.	Description	Estimated Quantity of Hours	Hourly Rate	Total Price
	Labour:			
	Materials:			
	Disbursements:			
	Subtotal:			
	GST:			
	TOTAL PROPOSAL PRICE:			

#### **2. OPTIONAL YEARS 2024, 2025 AND 2026**

##### **Optional Fee Schedule for (2024):**

Item No.	Description	Hourly Rate
	Labour:	
	Materials:	

	Disbursements:	

**Optional Fee Schedule for (2025):**

Item No.	Description	Hourly Rate
	Labour:	
	Materials:	
	Disbursements:	

**Optional Fee Schedule for (2026):**

Item No.	Description	Hourly Rate
	Labour:	
	Materials:	
	Disbursements:	

**Additional Expenses:**

The proposed Contract attached as Schedule "B" to the RFP provides that expenses are to be included within the fee, other than the expenses listed in the Contract as disbursements. Details of disbursements are to be shown in the chart above. Please indicate any expenses that would be payable in addition to the proposed fee and proposed disbursements set out above:

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**Payment Terms:**

A cash discount of \_\_\_\_\_% will be allowed if account is paid within \_\_\_\_\_ days, or the \_\_\_\_\_ day of the month following, or net 30 days, on a best effort basis.

**[END OF PAGE]**